

**334.210 Client's right to cancel -- Procedure.**

- (1) The client in a hearing instrument purchase, has the right to cancel the purchase for any reason at any time prior to midnight of the thirtieth calendar day after actual receipt of the hearing instrument.
- (2) Cancellation occurs when the client gives written notice of cancellation to the seller at the address stated in the notice and statement of the client's right to cancel provided for in subsection (5) of this section.
- (3) Notice of cancellation, if given by mail, is given when it is deposited in the mail properly addressed and postage prepaid.
- (4) Notice of cancellation given by the client need not take a particular form and is sufficient if it indicates by a form of written expression the intention of the client not to be bound by the hearing instrument sale.
- (5) In the sale of a hearing instrument, the seller shall present to each client, at the time the client assumes any financial obligation with respect to the purchase of a hearing instrument, a written notice and statement of the client's right to cancel which shall:
  - (a) Appear under the conspicuous caption; "CLIENT'S RIGHT TO CANCEL WITHIN 30 DAYS," and
  - (b) Contain the following specific statement in all capital letters in no smaller type than the largest used in the body copy portion of the written agreement, offer to purchase, or receipt: "THE CLIENT HAS THE RIGHT TO CANCEL THIS PURCHASE FOR ANY REASON AT ANY TIME PRIOR TO MIDNIGHT OF THE 30TH CALENDAR DAY AFTER ACTUAL RECEIPT OF THE HEARING INSTRUMENT(S). YOU MAY CANCEL THE PURCHASE BY NOTIFYING THE SELLER THAT YOU DO NOT WANT THE HEARING INSTRUMENT(S) BY MAILING A NOTICE BEFORE ..... TO THE SELLER AT: ..... . UPON CANCELLATION, THE SELLER MAY KEEP UP TO 10% OF THE SELLING PRICE."
- (6) The seller shall enter on the notice and statement required by subsection (5) of this section the date which is thirty (30) calendar days from the date on which the client receives the hearing instrument(s); the seller's full name and address; and the cancellation charges allowed by this section.
- (7) Until the seller has complied with this section, the client may cancel the purchase by notifying the seller in any manner and by any means of his intention to cancel.
- (8) Within fifteen (15) days after the return of the hearing instrument or instruments and any other goods or property delivered by the seller pursuant to the sale by the client, the seller shall tender to the client any payments made by the client, less any amount retained by the seller to repair damage to the hearing instrument due to a lack of reasonable care of the hearing instrument purchased, and terminate all financial obligations created in connection with the purchase of the canceled hearing instrument or instruments by the client.
- (9) If payment by the client includes any goods or property traded in, the goods or property shall be tendered to the client in substantially as good condition as when

they were received by the seller. If the seller fails to tender the goods or property as provided by this subsection, the client may elect to recover an amount equal to the trade-in allowance for the goods or property.

- (10) The provisions of this section shall not apply to a sale of a hearing instrument that replaces a damaged or unworkable hearing instrument, when the replacement hearing instrument is identical to the damaged or unworkable hearing instrument.
- (11) Until the seller has complied with the obligations imposed by this section, the client may retain possession of all goods or property delivered to him by the seller and has a lien on the goods or property in his possession or control for any recovery to which he is entitled.
- (12) The client has a duty to take reasonable care of the goods, as defined by the board by promulgation of an administrative regulation, in his possession before cancellation and for a reasonable time thereafter until delivered to the seller.
- (13) Any waiver by the client of rights provided in this section is void, and shall not operate to relieve the seller of any obligation placed upon him by this section.
- (14) Nothing in this section shall in any way limit the right to cancel home solicitation sales, pursuant to KRS 367.410 to 367.460.

**Effective:** July 14, 1992

**History:** Amended 1992 Ky. Acts ch. 460, sec. 20, effective July 14, 1992. -- Created 1976 Ky. Acts ch. 276, sec. 4.